CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION SPECIFICATION NO.05-075 ANNUAL REQUIREMENTS FOR LANDSCAPE MAINTENANCE SERVICE N.27TH STREET P TO POTTER

DATE: May 11, 2005

CONTRACT PERIOD: April 12, 2005 thru April 11, 2006

CONTRACTOR: Ray's Lawn & Home Care

503 West A Lincoln NE 68522

FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PURCHASING DIVISION K-STREET COMPLEX 440 SOUTH 8TH STREET LINCOLN, NEBRASKA 68508 (402) 441-7410

Company Representative: Ken Svoboda

Telephone No.: 476-8614

FAX No.:

E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT

Per Contract and Specifications 2005

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

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LANDSCAPE MAINTENANCE SERVICES AGREEMENT

Sylp5 Original

Lawn & Home Care, Cul

Toorate and NORTH 27th STREET - P STREET TO POTTER STREET) THIS AGREEMENT, made this 17th day of April, 2005 by and between Ray's Lawn & Home Care

Inc. hereinafter referred to as Contractor and the City of Lincoln, Nebraska, a body corporate and politic hereinafter referred to as City.

WHEREAS, the City wishes to engage a Contractor in accordance with terms and conditions herein to provide landscape maintenance services for the City at the designated location(s);

NOW, THEREFORE, WITNESSETH, that the parties hereto mutually agree as follows:

1.

The Contractor hereby agrees to perform center medians landscape maintenance services as hereinafter set forth during the term of the Agreement beginning with date of executed agreement, through April 17. 2006, with option to renew for one (1) additional one-year term upon providing thirty (30) days written notice to Contractor prior to expiration of the Agreement.

2. **RATES**

- The Contractor agrees to provide services in accordance with this Agreement at the lump sum 2.1 prices and hourly rates set forth in the Contractor's Bid Proposal, attached hereto and incorporated herein.
- 2.2 The Contractor further agrees that the lump sum prices and hourly rates set forth in their submitted Bid Proposal shall remain in effect during the term of this Agreement.

3. **MAINTENANCE REQUIREMENTS**

- Landscaped center median areas from curb to curb, including planted areas and mowing strip adjacent to planted areas, will receive scheduled maintenance and inspections by the Contractor as stipulated in this Agreement and in APPENDIX 1, APPENDIX 2, attached here to and incorporated herein (Landscape Plans available at Parks and Recreation, 441-8248).
- ANNUAL SPRING MAINTENANCE (completed during April of the year) 3.2
 - 3.2.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in APPENDIX 1.
 - 3.2.2 Rake out and remove dead leaves and litter from designated landscaped areas.
 - 3.2.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over curbs need to be pruned back to the inside back edge of curbs).
 - Re-establish wood chip mulch edge of landscaped areas next to back of curbs (i.e. any 3.2.4 spillage of wood chips onto top of curbs needs to be removed and a "V" grove edge established by machine next to back of curbs to allow wood chip mulch to settle into grove to a height no greater than top of curbs).
 - 3.2.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or
 - Apply wood chip mulch to landscaped areas, three inches (3") thick minimum. 3.2.6
 - 3.2.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in APPENDIX 1.
 - 3.2.8 Removal of all debris from designated landscape maintenance areas.
 - 3.2.9 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas, curb to curb.

3.3 MONTHLY MAINTENANCE

- 3.3.1 Removal of plant material not included in APPENDIX 1 from planted areas and paved areas adjacent to planted areas of the median(s), from curb to curb.
- 3.3.2 Removal of volunteer trees; removal and/or treatment of weedy grasses and weedy broad leaves from the planted areas and paved areas adjacent to planted areas of the median(s), curb to curb.
- 3.3.3 Removal of litter and debris from the planted and paved areas of the median(s).

ANNUAL FALL MAINTENANCE (completed during September of the year) 3.4

- 3.4.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in APPENDIX 1.
- Rake out and remove dead leaves and litter from designated landscaped areas. 3.4.2

- 3.4.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over curbs need to be pruned back to the **inside back edge** of curbs).
- 3.4.4 Re-establish wood chip mulch edge of landscaped areas next to back of curbs (i.e. any spillage of wood chips onto top of curbs needs to be removed and a "V" grove edge established by machine next to back of curbs to allow wood chip mulch to settle into grove to a height no greater than top of curbs).
- 3.4.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others).
- 3.4.6 Apply wood chip mulch to landscaped areas, two inches (2") thick minimum.
- 3.4.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 1**.
- 3.4.8 Removal of all debris from designated landscape maintenance areas.
- 3.4.9 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas, curb to curb.

3.5 IRRIGATION SYSTEM ANNUAL SPRING START UP (Performed by the 4th week fo April)

- 3.5.1 Activate irrigation system.
- 3.5.2 Flush out the entire system to clear of debris.
- 3.5.3 Operate and observe the entire system and check for clogged nozzles and emitters. Remove any calcium buildup that may have occurred over the previous season.
- 3.5.4 Identify broken or damaged nozzles, heads and emitters, if any.
- 3.5.5 Inspect for leaking valves and identify those which need repair.
- 3.5.6 Check the controller for each station in the system(s). 3.5.6.1 Replace batteries annually.
- 3.5.7 Update wireless valve programmer. 3.5.7.1 Replace batteries annually.
- 3.5.7.1 Replace batteries annually.
 3.5.8 Inventory broken and damaged systems, if any.
 - 3.5.8.1 Provide itemized list and cost estimate for repairs. Submit to Mark Canney at the Parks Office 441-8248.
- 3.5.9 Program sprinkler system operating schedule.
 - 3.5.9.1 Hours of operation to occur between 2:00 a.m and 5:00 a.m.

3.6 **IRRIGATION SYSTEM WINTERIZATION** (Performed by the last week of October)

- 3.6.1 Turn off water supply to the irrigation system, this includes turning off the main shut off valve(s).
- 3.6.2 Automatic systems need to have the controller (timer) shut down.
- 3.6.3 Backflow preventers need to be removed where applicable.
- 3.6.4 All water needs to be removed from the pipes and sprinklers.
- 3.6.5 Blow-out the irrigation system.
 - 3.6.5.1 Allow air to run until all the water is blown out and only air is exiting through the sprinkler heads and turn off the valve.
 - 3.6.5.2 Continue process onto the next valve until all valve circuits have been blown out.
 - 3.6.5.3 NOTE: Never turn off all of the valves while the air compressor is running.
- 3.6.6 Once all valves have been blown out, repeat the process beginning with the first valve.
- 3.6.7 Turn the automatic controller onto "rain mode" or turn o ff when blowing out the system has finished.
 - 3.6.7.1 Install threaded caps over the open ends of the Backflow preventer rises, anit-siphon valve risers, and any blow out fittings until spring.

3.7 IRRIGATION SYSTEM MONTHLY MAINTENANCE

- 3.7.1 Contractor shall consistently maintain all components of the irrigation system in proper working order, as per manufacturer's specifications, by inspecting the entire system on an ongoing basis.
- 3.7.2 Spray heads, drip lines and quick couplers shall be checked on an ongoing basis such that the entire system is checked each month.
 - 3.7.2.1 Malfunctioning systems will be corrected immediately. Methods of detection include: visual sightings of water on hardscape and property, soil probing, mater monitoring and specific line observations.
- 3.7.3 Weekly or bimonthly reprogramming of the irrigation controller may occur at the request of the City.

- 3.7.3.1 All run times should take into account valve precipitation rates, soil conditions, microclimate conditions, and consideration of slope.
- 3.7.3.2 Before scheduling run times the site should be walked and planted areas inspected to observe plant stress and health.
- 3.7.3.3 Soil moisture levels should be inspected through planted areas, and appropriate adjustments made to the irrigation schedule.
- 3.7.4 Irrigation scheduling will be performed to encourage deep roots, including deep watering through use of multiple repeat cycles.
 - 3.7.4.1 Soil probing shall be used to determine soil moisture depth, overall moisture levels and the need to adjust irrigation schedules.
 - 3.7.4.2 Soils will be allowed to dry to a 50% moisture depletion level between irrigation in order to avoid root-rot and allow adequate air to be present in the soil.
- 3.7.5 Monthly activation of all irrigation valves.
 - 3.7.5.1 Each valve should be operated individual to inspect for and correct the following conditions: misaligned irrigation heads, clogged or obstructed heads, missing or vandalized heads, low-head drainage conditions, overspray onto hardscaped areas, poor coverage or uniformity, stuck valves, and broken risers, laterals or mains. Contractor shall list and report all irrigation system damages to the City of Lincoln Park Planner, Mark Canney at the Parks Department at 441-8248 with a cost estimate of repair/replacement.
- 3.7.6 Irrigation system pressure shall be checked and adjusted at least monthly to insure efficient operation of irrigation system.
- 3.7.7 Irrigation scheduling will be coordinated with all other maintenance activities.

3.8 LANDSCAPE MAINTENANCE INSPECTION REPORT

- 3.8.1 Walk through inspections of the landscape maintenance areas will be required of the Contractor on the first and third Tuesday of each month upon request of the City's Representative.
- 3.8.2 Contractor shall complete and submit Landscape Maintenance Inspection Report (see APPENDIX 2) within two (2) days from date of inspection to:

City of Lincoln Parks and Recreation Dept Planning Department Attn: Mark Canney 2740 'A' Street Lincoln, NE 68502

3.5.3 Such reports may also be faxed to 441-8706.

3.6 **PESTICIDE APPLICATION**

- 3.6.1 Pesticide applications will only be done by Contractor if alternative treatment methods are not effective or if tolerable insect/disease thresholds have been exceeded and chemical treatment is necessary to prevent permanent damage or death of plant materials.
- 3.6.2 Any proposed pesticide application(s) must be approved by the City before being done by the Contractor.

4. ADDITIONAL SERVICES

- 4.1 The addition and/or replacement of plant materials (i.e. trees, shrubs, perennials and turf) may be requested of the contractor by the City of Lincoln Parks Department. Any cost associated with the installation of additional plant material, including labor and establishment period maintenance shall be submitted to the City of Lincoln Parks Department Park Planner, Mark Canney prior to installation.
- 4.2. Any plant material replaced shall include a one year warranty.
 4.2.1 This includes trees, shrubs and perennials.
- 4.3 Additional plant material installed by the contractor shall comply with the City of Lincoln installation standards and requirements and **SPECIAL PROVISIONS**.
- 4.4 Payment for additional services shall be consistent with the procedure(s) outlined in item 7 (BASIS OF PAYMENT).

5. TERMINATION

- 5.1 The City reserves the right to terminate this agreement for cause at any time during the term of the Agreement upon default of the Contractor in providing landscape maintenance services in accordance with the terms and conditions contained herein.
- 5.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.

5.3 The City reserves the right to terminate this agreement in the event that the City does not appropriate sufficient funds for the continuation of the agreement into the succeeding fiscal year.

6. INSURANCE

The Contractor shall provide insurance in accordance with the City of Lincoln's standard insurance clause to be used for all City contracts/agreements which is hereby made a part of this agreement.

7. INDEMNIFICATION

- 7.1 The Contractor agrees to indemnify and hold harmless and defend the City and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.
- 7.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

8. NON-DISCRIMINATION

- The parties agree that in connection with the carrying out of this agreement the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 8.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- 8.3 Any breach of this provision of the Agreement shall be regarded as a material breach.

9. DRUG FREE WORKPLACE

- 9.1 The Contractor agrees that in the performance of this Agreement, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement.
- 9.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.

10. INDEPENDENT CONTRACTOR

The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

11. INVOICES

- 11.1 All invoices for landscape maintenance services performed pursuant to this Agreement shall be submitted to the City of Lincoln Parks & Recreation Department, Planning Department, Attn: Mark Canney.
- 11.2 Invoices shall be submitted according to the guidelines outlined in the SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES item No. 7. BASIS FOR PAYMENT
- 11.3 The Contractor's invoices shall include the job site location, date of work done, and a fully itemized list of landscape maintenance services performed.

12. ASSIGNMENT

This Agreement shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

13. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

14. INSURANCE CLAUSE

All requirements listed in the attached Insurance Clause must be met before a contract is completed.

15. LIVING WAGE

All requirements of the Living Wage Ordinance must be met.

Dated this 21^{st} day of April, 2005.

Attest City Clerk Contractor	alley Selly Mayor
Company Name	Ву:
Street Address LINCIN HE CRESS City State Zip Code A7u 4044 Telephone Number(s)	Name (Print) Signature Title

SPECIFICATION NO. 05-075 BID OPENING TIME: 12:00 NOON DATE: March 30, 2005

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City below the listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers ____ through ____ 1 acknowledged. Failure of any bidder to receive any addendum or any interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

REQUIREMENTS FOR LANDSCAPE MAINTENANCE SERVICES (NORTH 27TH STREET - P STREET TO POTTER STREET)

WORK REQUIREMENTS		PRICE
Annual Spring Maintenance	Total Lump Sum Price	\$ 2,581.10
Annual Fall Maintenance	Total Lump Sum Price \$	\$_1,388.60
Monthly Maintenance	Lump Sum Price Per Month (Excluding Annual Maintenance)	\$_115.70 /Month
Pesticide Application*	Hourly Price	\$44.50_/Hour
Irrigation Spring Start Up	Total Lump Sum Price	\$ 274.30
Irrigation Annual Winterization	Total Lump Sum Price	\$ <u>576.30</u>
Irrigation Monthly Maintenance	Lump Sum Price Per Month (Excluding Annual Spring Start Up and Winterization	\$ 26.70 /Month
Service Call**	Hourly Price	\$ 56.50 Hour
INFILL PLANTING (Bid Alternative A) ITEMS 1.1 THROUGH 7.1	Lump Sum	\$ <u>1,260.76</u>
NEW PLANTING (BID ALTERNATIVE B) ITEMS 8.1 THROUGH 8.6	Lump Sum	\$_1,469.2 2
1. Island 1 (Beginning from the South to North)	UNIT PRICE INSTALL	ED TOTAL
1.1 5 Nepeta x 'Walker's Low' No. 1 Cont. 'Walker's Low' Catmint	\$ 6.00 3.02	\$ 45.10
1.2 7 Aster 'Woods Purple', No. 1 Cont. Woods Purple Aster	\$ 3.02	65.94 \$

Island 1 Subtotal

111.04

2. Island 2 (Beginning from the South to North)

2.1	7	Symphoricarpos x 'Hanocki' No. 2 Cont. Hancock Coralberry	\$ 18.75	3.16	\$ 153.37
			Island 2 Subtotal		\$_153.37
3. ls	sland	3 (Beginning from the South to North)	UNIT PRICE	INSTALLED	TOTAL
		,			
3.1	14	Symphoricarpos x 'Hanocki' No. 2 Cont. Hancock Coralberry	\$ 18.75	3.16	\$ 306.74
3.2	7	Rosa 'White Pavement' No. 2 Cont. White Pavement Shrubrose	\$ 18.75	3.16	\$ 153.37
			Island 3 Subtotal		\$ 460.11
4. Is	land 4	(Beginning from the South to North)			
4.1	5	Nepeta x 'Walker's Low' No. 1 Cont. 'Walker's Low' Catmint	\$ 6.00	3.02	\$ 45.10
4.2	5	Aster 'Woods Purple', No. 1 Cont. Woods Purple Aster	\$ 6.40	3.02	\$ 47.10
			Island 4 Subtotal		\$_92.20
5. Isl	land 5	(Beginning from the South to North)			
5.1	5	Nepeta x 'Walker's Low' No. 1 Cont. 'Walker's Low' Catmint	\$ 6.00	3.02	\$ 45.10
5.2	5	Aster 'Woods Purple', No. 1 Cont. Woods Purple Aster	\$ 6.40	3.02	\$ 47.10
			Island 5 Subtotal		\$_92.20
6. Isla	and 8	(Beginning from the South to North)			
6.1	5	Nepeta x 'Walker's Low' No. 1 Cont. 'Walker's Low' Catmint	\$ 6.00	3.02	\$ 45.10
6.2	7	Symphoricarpos x 'Hanocki' No. 2 Cont. Hancock Coralberry	§ 18.75	3.16	\$ 153.37
			Island 8 Subtotal		\$ <u>198.47</u>
7. Isla	and 9 (Beginning from the South to North)		•	
7.1	7	Symphoricarpos x: 'Hanocki' No. 2 Cont. Hancock Coralberry	\$ 18.75	3.16	\$ 153.37
			Island 9 Subtotal		\$ <u>153.37</u>

No. 1 Cont. 'Walker's Low' Catmint	\$ 94.20
8.2 10 Aster 'Woods Purple', \$ 6.40 3.02 No. 1 Cont. Woods Purple Aster	<u> </u>
8.3 22 5 Rudbeckia 'Goldsturm' \$ 6.40 3.02 No. 1 Cont. Goldsturm Rudbeckia	\$ 207.24
8.4 28 Symphoricarpos x 'Hanocki' \$ 18.75 3.16 No. 2 Cont. Hancock Coralberry	\$ 613.48
8.5 5 Topsoil(60%)/Compost Mixture(40%) <u>\$ 14.10</u> <u>14.20</u> 8.5 cu. yds.	\$ 240.55
8.6 6 Hardwood Bark Mulch <u>\$ 18.75</u> 7.55 8.5 cu. yds.	\$ 223.55
description. 5 and 6 are listed in the quantity	\$ <u>1,469.22</u>
	\$1,469.22

*NOTE: Any pesticide application treatment for an insect/disease infestation identified by the Contractor must be approved by the City before being done by the Contractor. The Contractor must also provide to the City the amount of time it will take to do the pesticide application treatment that is being recommended by the Contractor and this will be the basis for the actual amount that the Contractor can invoice the City if given approval to do the treatment.

** NOTE: Any service call for a site visit, inspection or repair outside the specifications outlined herein must be approved by the City before being prior to being performed by the Contractor. The Contractor must also provide to the City the amount of time it will take to do the site visit, inspection or repair that is being recommended by the Contractor and this will be the basis for the actual amount that the Contractor can invoice the City if given approval to perform such task.

BID SECONITY REQUIRED:	YES	NOX_
Contract Extension Renewal is an Option (Subject to n	nutual consent by C	Contractor and City)
YES _*** NO		
TERM PRICE CLAUSE: BIDDER MUST STATE		
A. Bid prices firm for the full contract period: <u>yes</u>	; or	
B. Bid prices subject to escalation/de-escalation:	•	
C. If (b), state period for which bid prices will remain fir	m through	·

DID OFCUDITY DECLUDED

<u>AFFIRMATIVE ACTION PROGRAM:</u> Successful bidders will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. 05-075

Ray's Lawn & Ho	me Care	
COMPANY NAME		SIGNATURE
503 West "A" St	•	Ken R. Svoboda
STREET ADDRESS C	P.O. BOX	PRINT NAME
Lincoln, NE	68522	General Manager
CITY, STATE	ZIP CODE	TITLE
476-8614 TELEPHONE		30 Mar., 2005 DATE
47-0701203		monthly and/or upon completion, 30 days
EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER		TERMS OF PAYMENT

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATIONS BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, A SELF-ADDRESSED STAMPED ENVELOPE MUST BE ENCLOSED WITH YOUR BIDDING DOCUMENTS.